

June 19, 2009

Honorable Robert D. Drain
Case Number 05-44481 (RDD)
United States Bankruptcy Judge - Southern District of NY
One Bowling Green
New York, NY 10004 -1408

Dear Judge Drain:

I am objecting to Article 9.5.11 of the June 16, 2009 Master Disposition Agreement from the Delphi bankruptcy case (05-44481 RDD) which negates a legal contract I have with Delphi for severance payments.

The severance agreement was a contract I entered into with Delphi during their bankruptcy (not a pre petition benefit) by signing a Separation Allowance Release of Claims form on January 15, 2009 to separate from employment effective 3/1/2009. As such, I believe it should be honored by Delphi.

Separation was one of two options I had available and was voluntarily accepted on my part based on the promised severance payments. Specifically, my department was downsizing and I was offered the option of either accepting a position in another department or agreeing to volunteer for separation. I chose the separation offer and also decided to begin receiving my retirement benefits. These payments were expected to provide sufficient financial support while I pursued new employment. Thus, I provided benefit to Delphi by voluntarily exchanging my employment and senior level compensation, as well as rights to other claims, for the promised severance and retirement benefits.

Delphi has since impacted salaried retirees with devastating financial blows by eliminating promised health care benefits and is now seeking to transfer pension (salaried only) obligations to PBGC. I am appealing for the court to enforce this contract for severance payments as one initiated during bankruptcy proceedings and to prevent Delphi from failing to honor yet another obligation.

Sincerely,

James Hubenthal
299 North 820 West
Kokomo, IN 46901

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